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DeSoto Fire Protection District #2
296 Depot Rd.
Keatchie, LA 71046
318-933-8799 Fax: 318-933-8651

December 22, 2020

The Board members of DeSoto Fire District #2 request an opinion regarding the following matter:

The Town of Keatchie has named Joe Magee to fill a vacancy on the Board of DFD2. Mr. Magee is the Administrator of DeSoto Parish Ambulance Service District dba DeSoto Parish Emergency Medical Services. The present board members of DFD2 question whether this appointment will create a conflict of interest.

In December 2019 DeSoto Parish EMS and DeSoto Fire District 2 entered into a Cooperative Endeavor Agreement (copy attached) whereby a lease agreement is created. The cost of construction of a joint building will be split equally. The building will be used by both entities to house employees, trucks, and other equipment. Various monthly expenses such as utilities and insurance will be split between the two. EMS will invoice DFD2 for the balance due. DFD2 will provide lawn maintenance and purchase paper products for the station. EMS will purchase cleaning supplies. Employees of both entities will respond to all medical and fire calls in the district. The business office of DFD2 will not move to the new building, but it will become the Central Station as far as our employees and equipment are concerned.

Our concern is that since Mr. Magee is the administrator of DeSoto EMS, it would be a conflict of interest for him to serve on the board of DeSoto Fire District 2 or at least it would create the appearance of such.

Thank you for your consideration of our request for an opinion.

Sincerely,



Kathy Tucker
Clerk

DeSoto Fire District 2

12/22/2020 10:00 AM
12/22/2020 10:00 AM
12/22/2020 10:00 AM

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, (hereinafter "Agreement"), is made as effective as of the 1st day of December 2019 by and between:

DESOTO PARISH AMBULANCE SERVICE DISTRICT D/B/A DESOTO PARISH EMERGENCY MEDICAL SERVICES, a political subdivision of the State of Louisiana, Parish of DeSoto whose mailing address is P. O. Box 863, Mansfield, Louisiana 71052, represented herein by its duly authorized Chairman of the Board of Commissioners, LaTarsha Shelton, (hereinafter "EMS"), and

FIRE PROTECTION DISTRICT 2, a political subdivision of the State of Louisiana, Parish of DeSoto, whose mailing address is 296 Depot Road, Keatchie, Louisiana 71046, represented herein by its duly authorized Chairman of the Board of Commissioners, Shep Fields, (hereinafter "District 2").

WHEREAS, EMS provides emergency medical and rescue services (hereinafter "Emergency Services") to the citizens and visitors of DeSoto Parish;

WHEREAS, District 2 provides fire suppression, prevention and rescue services (hereinafter "Fire and Rescue Services") to the citizens and visitors of DeSoto Parish;

WHEREAS, DeSoto EMS and District 2 desire to enter into a Cooperative Endeavor Agreement (hereinafter "Agreement") for executing the lease attached hereto and made a part hereof;

WHEREAS, the execution and delivery of this Agreement has been duly and validly authorized by the parties hereto;

FIRE PROTECTION DISTRICT 2 LEASE

THIS DESOTO FIRE DISTRICT 2 LEASE (hereinafter "Lease"), is entered into effective December 1, 2019 (hereinafter "Effective Date"), by and between **DESOTO PARISH AMBULANCE SERVICE DISTRICT D/B/A DESOTO PARISH EMERGENCY MEDICAL SERVICES**, a political subdivision of the State of Louisiana, Parish of DeSoto whose mailing address is P. O. Box 863, Mansfield, Louisiana 71052, represented herein by its duly authorized Chairman of the Board of Commissioners, LaTarsha Shelton, as the lessor (hereinafter "Lessor"), and **FIRE PROTECTION DISTRICT 2**, a political subdivision of the State of Louisiana, Parish of DeSoto whose mailing address is 296 Depot Rd., Keatchie, Louisiana 71046, represented herein by its duly authorized Chairman of the Board of Commissioners, Shepard Fields as the lessee (hereinafter Lessee").

RECITALS:

- A. Lessor is the owner of certain immovable property situated in the Parish of DeSoto, State of Louisiana, associated with the municipal address of 8292 Highway 5, Keatchie, Louisiana 71046 and being more particularly described in Exhibit "A" attached hereto (hereinafter "Property").
- B. Lessee desires to lease from Lessor and Lessor desire to lease to Lessee three (3) apparatus bays and four (4) dormitories of the building to be located on the Property (collectively hereinafter "Leased Property").
- C. Lessor and Lessee shall have equal access to all common areas of the building to be located on the Leased Property and the remainder of the Property without a building or structure located thereon, including all driveways and parking places.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Lessor and Lessee hereby agree as follows:

1. LEASE. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Property, upon and subject to the terms of this Lease.

Lessee shall further be responsible for providing and maintaining comprehensive general insurance for all of Lessee's movable property located in the Property.

9. REPAIRS AND MAINTENANCE. Lessor shall repair and maintain the Property and any property; improvements, constructions and appurtenances located therein, and shall make all ordinary and necessary repairs and replacements as and when needed to preserve the same in good working order and condition. Lessee shall promptly reimburse Lessor for one-half ($\frac{1}{2}$) of all such costs upon receipt of an invoice for same within 30 days of receipt of each invoice. Each party shall repair the Property and any property, improvements, constructions and appurtenances located therein at its sole cost and expense when such repairs are extraordinary repairs caused by that party, its employees, agents or assigns.

10. COMPLIANCE WITH LAWS. Lessee shall comply with all governmental laws ordinances, regulations, orders and directives, whether of state, parish, municipal, federal and other public authorities and whether now existing or hereafter established, which are applicable its use and occupancy of the Leased Property, all at Lessee's sole expense during the Term of this Lease.

11. INDEMNIFICATION. Lessee agrees to defend, indemnify and hold harmless Lessor and Lessor's employees, agents, representatives, successors and assigns (hereinafter "Lessor Parties", from and against all claims, losses, damages, costs and expenses of any nature, resulting or arising from (a) any act, omission, willful misconduct or negligence, whether sole or concurrent, of Lessee or Lessee's employees, contractors, representatives, agents or invitees (collectively hereinafter Lessee Parties"), or (b) any accident, damage or injury (including death) to any persons or property caused (i) upon, in or about the Leased Property during the Term and (ii) in connection with Lessee's and any other Lessee Parties' use or occupancy of the Leased Property.

12. LEASE DEFAULT.

a. The occurrence of any of the following shall constitute a material default of breach of the Lease (collectively hereinafter "Default");

i. A failure by Lessee to pay the rent or to make any other payments required to be made by Lessee hereunder within ten (10) days after receiving written notice from Lessor that such Rent or other payment due hereunder is past due and unpaid.

ii. A failure by Lessee to perform any other obligation under this Lease to be performed by Lessee, within thirty (30) days following receipt of written notice from Lessor that Lessee is in default of the performance of such obligation; provided, however, if the default of performance is of such a nature that it cannot be cured within the 30-day period, Lessee shall have an additional reasonable period of time (not to exceed an additional thirty (30) days) to cure such default so long as Lessee is prosecuting the cure in good faith and with due diligence.

certified mail return receipt requested to the below provided addressee, or to such address as such party may provide in writing from time to time.

Notice to Lessor: P. O. Box 863
Mansfield, Louisiana 71052

Notice to Lessee: 296 Depot Rd.
Keatchie, Louisiana 71046

17. NO WAIVER; AMENDMENTS. Failure by either party to require strict performance by of any of the covenants, provisions or conditions of this Lease, on one or more occasions, shall not constitute a waiver by said party of its rights thereafter to require strict compliance with said covenants, provisions and conditions. No amendment, alteration, modification of, or addition to, this Lease will be valid or binding unless expressed in writing and signed by Lessor and Lessee.
18. HEADING/CAPTIONS. The captions are inserted in this Lease for convenience only and in no way define, limit, or describe the scope or intent of this Lease or any provision hereof, nor in any way affect the interpretation of this Lease.
19. SEVERABILITY. In the event any provision contained herein shall be held to be invalid or unlawful for any reason, such provision shall be deemed to be stricken from this Lease, with the understanding that the remaining provisions hereof shall continue to be binding on the parties hereto.
20. GOVERNING LAW. This Lease shall be deemed to be a contract made under the laws of the State of Louisiana and shall be construed in accordance with and governed by the laws of the State of Louisiana and ordinances of the municipality and parish where the Leased Property is situated and the rules and regulations of their duly constituted authorities.
21. FURTHER ASSURANCES. Each party hereto agrees to cooperate with the other and to execute and deliver, at its sole expense, all such further instruments and documents and do all such further acts and things as such party may be reasonably requested to do from time to time by the other party to carry out the provisions and objectives of this Lease.
22. EFFECT OF PROVISIONS. All provisions contained herein shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.
23. ENTIRE AGREEMENT. The whole agreement between the parties hereto is set forth in this instrument and they shall not be bound by any agreements, conditions, understanding or representations other than those that are expressly stipulated and set forth herein or in any amendments hereto.

EXHIBIT A

Commencing at the NE Corner, Section 21, T14N-R15W, DeSoto Parish, LA; thence North 90°00'00" West, a distance of 2005.00 feet; thence South 00°00'00" West, a distance of 3324.00 feet; thence North 90°00'00" West, a distance of 200.00 feet to the Point of Beginning; thence South 40°54'38" West, a distance of 210.00 feet; thence North 90°00'00" East, a distance of 194.77 feet; thence South 43°03'38" West, a distance of 52.68 feet; thence South 42°47'03" West, a distance of 215.78 feet; thence North 61°44'25" West, a distance of 270.31 feet; thence North 33°29'53" East, a distance of 268.65 feet; thence North 89°03'20" East, a distance of 215.14 feet to the Point of Beginning. Said described tract containing 1.81 Acres, more or less.

**DESOTO FIRE DISTRICT #2
296 DEPOT ROAD
KEATCHIE, LA 71046**

*Louisiana Ethics Administration Program
PO Box 4368
Baton Rouge, LA 70821*

1007



AMOUNT
\$26.35
R2305H127997-05



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MAIL
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CUSTOMER USE ONLY

FROM: (PLEASE PRINT) PHONE (318) 933-8744

DeSoto Fire Protection # 2
296 Depot Rd
Keatchie, LA 71046

DELIVERY OPTIONS (Customer Use Only)

☒ **SIGNATURE REQUIRED** Note: The mailer must check the "Signature Required" box if the addressee is a business, government, or educational institution. If the addressee is a private residence, the mailer must check the "Signature Required" box if the addressee is a business, government, or educational institution. If the addressee is a private residence, the mailer must check the "Signature Required" box if the addressee is a business, government, or educational institution.

☐ No Saturday Delivery (delivered next business day)
☐ Sunday/Holiday Delivery Required (additional fee, where available)
☐ 10:30 AM Delivery Required (additional fee, where available)
 *Refer to USPS.com or local Post Office for restrictions.

TO: (PLEASE PRINT) PHONE 225-219-5600

LA Ethics Administration
PO Box 4368
Baton Rouge, LA 70821

ZIP+4 (U.S. ADDRESSES ONLY)
70821

PAYMENT BY ACCOUNT (If applicable)

USPS Corporate Acct. No. Federal Agency Acct. No. or Postal Service Acct. No.

☒ Day ☐ Night ☐ Priority Mail

71078 12/23/20 \$ 26.35

12/22/20 11:00 AM \$

Weight 3.00 lbs \$ 26.35

Delivery Date 12/23/20

Delivery Time 11:00 AM

Delivery Signature

For pickup or USPS Tracking, visit USPS.com or call 800-222-1311.
\$100.00 insurance included.

Oct 12 2020
PEEL FROM THIS CORNER

LA 001, 1-10, MARCH 2019

PSN 7690-02-000-9996